

OCD-1

IA NO. GA-COM/1/2025
In AP/856/2022
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL DIVISION

KOCHAR INFOTECH PRIVATE LIMITED
Vs
VOLER CAR PRIVATE LIMITED

BEFORE:
The Hon'ble JUSTICE SHAMPA SARKAR
Date : 19th February, 2025.

Appearance:
Mr. Rachit Lakhmani, Adv.
Ms. Pooja Sah, Adv.
. . .for the petitioner.

Mr. Dhananjay Nayak, Adv.
. . .for the respondent.

The Court: **IA NO. GA-COM/1/2025**

This is an application for restoration of AP/856/2022 which was dismissed for default by an order dated January 2, 2025 which has wrongly gone down as December 2, 2025. The correction be incorporated in the order dated as January 2, 2025.

Upon considering the explanation, this Court finds that the petitioner has made out adequate reasons for not being able to appear before the Court when the matter was called on.

Accordingly, the application is allowed. IA No. GA-COM 1 of 2025 is disposed of.

AP No.856 of 2022 is restored to its original file and number. AP No. 856 of 2022 is taken up immediately, on consent of the parties.

AP No.856 of 2022

This is an application for appointment of a learned Arbitrator on the basis of the Master Services Agreement dated March 2, 2017, which was executed between the parties. The petitioner claims to be engaged in the service of providing information technology and accordingly, parties executed the agreement to provide such related services. According to the petitioner, invoices were raised and the respondent failed to pay the entire dues. The total outstanding as on October 31, 2022 inclusive of interest, was Rs.58,13,720/-. The petitioner approached the respondent by a letter dated April 23, 2019 and requested the respondent to agree to a mutual appointment of an Arbitrator. The respondent allegedly failed to cooperate. By a notice dated June 29, 2022, the petitioner invoked the Arbitration Clause and suggested the name of a learned Advocate of this Court as a sole Arbitrator. The respondent did not take any steps thereafter.

Accordingly, the petitioner moved this Court by filing this application. The existence of an Arbitration Clause is not in dispute. Clause 12.4.2 provides that any dispute or disagreement arising out of the Master Services Agreement shall be referred to a sole Arbitrator appointed by the Company. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996 and the same shall be held in Kolkata.

Under such circumstances, this Court allows this application by appointing Mr. Rudraman Bhattacharyya, learned Senior Advocate, Bar Library

Club, [Mob. No. 9830731277] as the Arbitrator, to arbitrate the dispute. This order is subject to compliance of Section 12 of the Arbitration and Conciliation Act, 1996.

The learned Arbitrator shall fix his own remuneration as per the Schedule of the Act.

AP/856/2022 is, accordingly, disposed of.

(SHAMPA SARKAR, J.)

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